

## **Purchase Contract Number WUD10-129-01**

This Contract is attached to the Contract Award Notice and made a part thereof and entered into by the City of Tempe (the "City") and Salt River Project Agricultural Improvement and Power District ("Contractor").

### **SECTION 1 SCOPE OF WORK AND SPECIFICATIONS**

#### **Background Information**

The Tempe Town Lake is a 220 acre urban lake located in the Salt River channel between McClintock Drive and Priest Drive in the City of Tempe. The impoundment is formed by inflatable rubber dams at both the upstream and downstream ends, and contains approximately 3000 acre-feet of water with an average depth of 12.5 feet.

The equipment associated with the rubber dams includes electric blowers, electrically operated valves, flow and level measurement devices, and a telemetry system to allow remote monitoring and operation of the facilities.

There are ten seepage control wells on the east end of the Town Lake. These wells are established in underground vaults and configured with submersible pumps. Each well is equipped with a check valve, a magnetic flow meter, and a modulating, electronically operated butterfly valve. Each well includes a telemetry system to allow remote monitoring and operation.

#### **Operations**

Contractor will be required to provide the following services:

- 24-hour monitoring and control of all the lake systems via vendor installed remote telemetry.
- Operation of the water delivery systems used to fill and maintain water levels in the lake.
- Operation of both the upstream and downstream rubber dams to maintain lake water levels and to pass storm water flows.
- Operation of the seepage control wells to maintain water levels in the lake.
- Monitoring potential storm water inflow to the lake from Indian Bend Wash and taking appropriate action as needed.
- Remote monitoring or close communication with the Salt River Project (SRP) to obtain information on releases from the Granite Reef Dam into the Salt River channel.
- Participation with the City in updating the Town Lake Operations Manual, Dam Safety Report and Emergency Action Plan as needed.

#### **Maintenance**

Contractor will be required to provide the following services:

- Maintenance of telemetry systems required for the Contractor to remotely monitor and control the lake systems from their central control facility. The City provides cabinets at the lake facilities with terminal strips for all monitoring and control point inputs.
- Maintenance of water delivery system components including gates, electric gate operators, trashracks, valves, flow measuring devices, and related equipment and facilities.
- Preventative maintenance (PM) including inspection, lubricating, repair, and cleaning of all the components of both upstream and downstream dams including the blowers and electrical equipment. The rubber bladders are excluded from this preventative maintenance provision.
- PM of ten seepage recovery wells including inspection, lubricating, repair, and cleaning of all components. In addition, each submersible well pump shall be tested annually or more frequently as needed to insure efficient operation. The Contractor shall perform seepage recovery well flow meter testing and calibration as required by the Arizona Department of Water Resources (ADWR).
- Provide the City monthly reports summarizing daily water balance data for the Town Lake. This includes a complete lake water balance accounting for inflows, evaporation, releases, seepage, pump-back volumes, water exchange volumes, and lake levels.
- Maintenance of the interior facilities of lake operation and control buildings.
- Maintenance of security lighting at upstream dam, downstream dam, and upstream dam control building and downstream dam control building.

#### **List of Pumps and blower motors at Tempe Town Lake.**

##### Pumps:

##### Recovery wells:

- 4 submersible pumps at 150 HP
- 2 submersible pumps at 100 HP
- 2 submersible pumps at 20 HP
- 2 submersible pumps at 15 HP

##### Blowers:

##### Upstream dam:

- 4 at 4.5 HP, 240/480 vac, 118 cfm

##### Downstream dam:

- 4 at 40 HP, 240/480 vac, 700 cfm at 8 psi

#### **Safety Standards**

Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all City of Tempe, Maricopa County, State of Arizona and Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated there under.



## **Watercraft Regulations**

Contractor shall adhere to all State of Arizona Game and Fish Department regulations, Tempe Town Lake boating regulations for watercraft and obtain a boat permit if needed for work as part of this contract. Tempe Town Lake boating regulations can be found at <http://www.tempe.gov/lake/boating/boatregs.htm>.

## **Electrical Work**

If the Contractor will be engaging in work that covers the service and maintenance of machines and equipment in which the unexpected energizing or start up of the machines or equipment, or release of stored energy, could cause injury to employees, they must follow the OSHA requirements as outlined in 29 CFR 1910.147, Control of Hazardous Energy regulation.

The Contractor is responsible for having qualified personnel to properly lock/out or tag/out electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

## **Confined Space Work**

The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

## **Barricades and Warning Signs**

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of this work and the safety of the public. Such warning signs shall be constructed and erected in accordance with the traffic barricade manual prepared or adopted by the City of Tempe Traffic Engineering Division, which is hereby, made a part of these specifications by reference.

## **Subcontractors**

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City of Tempe. All correspondence authorizing subcontracting must reference the bid/contract number and the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

## **Driver License**

Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license as required and issued by the State of Arizona.

## **Equipment Identification**

All vehicles used by the Contractor must be clearly identified with the name of the company, on each side of the equipment, including personnel transportation vehicles.

## **SECTION 2 Definitions**

The following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
- D. "Contractor" means a Contractor responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Contractor" means a business, entity or person who submits an offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

## **SECTION 3 STANDARD TERMS AND CONDITIONS**

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.



2. **Arizona Climate Action Compliance:** Contractor shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Contractor certifies:
  - A. The submission of the vendor's proposal offer response did not involve collusion or other anti-competitive practices.
  - B. City is an equal opportunity, affirmative action employer. Contractor hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Contractor agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
  - C. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Contractor may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Contractor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
  - E. The Contractor expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Contractor further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
  - F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and



employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Contractor and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume

Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Contractor hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
  - A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
    - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
    - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;



- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The either party (City or Contractor) at its sole discretion may terminate this contract for convenience with 90 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the



Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
20. **Indemnification:** To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other party, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, acts, errors, mistakes, omissions, work, services, or professional services of the party, its agents, or, employees in the performance of this contract. Each party's duty to hold harmless and indemnify the other party, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by such party or any agent or employee of the party. Notwithstanding the foregoing, City shall release Contractor from all responsibility and liability for the present and future condition of the rubber dam bladders supplied by or to be supplied by the manufacturer of said dam bladders, and shall indemnify and hold harmless Contractor against and from claims or liability arising out of, or attributable to, such rubber dam bladders. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280

SRP Water Engineering Department  
Attn: Robert E. Larchick  
PAB 106  
P.O. Box 52025  
Phoenix, AZ 85072-2025



or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
29. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Contractor believes a specific section of its proposal response is confidential, the Contractor shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
30. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
31. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Contractor. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
32. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor

from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

33. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
34. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
35. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
36. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
37. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
38. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Contractors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
39. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;



- B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
- C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

- 40. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
- 41. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
- 42. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
- 43. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

#### **SECTION 4 SPECIAL TERMS AND CONDITIONS**

As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a

proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
  - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
  - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
  - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
  - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.



8. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

9. **Insurance:**

SRP shall maintain limits no less than:

**Commercial General Liability**

Commercial General Liability insurance limit of not less than \$2,000,000 for each occurrence. The general aggregate limit requirements shall be fulfilled by a letter of self-insurance from SRP. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this contract which coverage will be at least as broad as Insurance Service Officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision.

**Worker's Compensation**

Workers' Compensation statutory limits as required by the State of Arizona or State authorized program of self-insurance.

In case services are subcontracted, SRP will require the subcontractor to maintain Worker's Compensation Insurance with minimum statutory limits to cover the obligations imposed by applicable federal and state statutes, and employers' liability insurance with a minimum limit of \$1,000,000.

**Automobile Liability**

A Letter of Self-Insurance from SRP shall fulfill the requirements of the Automobile Liability.

**Deductibles And Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the City.

**Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverage:**  
The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of SRP including the insured's general supervision of SRP; and products and completed operations of SRP, and automobiles owned, leased, hired or borrowed by SRP. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers. A Letter of Self-Insurance shall fulfill the requirements of the automobile liability.  
  
SRP's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of SRP's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

Coverage shall state that SRP's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers Liability Coverage**  
The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.
3. **All Coverages**  
Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **Other Insurance Requirements**

SRP shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise SRP of any deficiencies in such policies and endorsements, and such receipt shall not relieve SRP from, or be deemed waiver of City's right to insist on, strict fulfillment of SRP's obligations under this contract.
2. In the event of a claim or loss for which the City may have coverage as an additional insured, the City may request certified copies of pertinent endorsements or policies.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.
7. The parties shall exchange self insurance letters upon approval of the contract.



### **Subcontractors and Sub-Subcontractors**

SRP shall maintain separate certificates of insurance for each subcontractor. All coverage for subcontractors and subsubcontractors shall be subject to all of the requirements stated herein for the Contractor.

### **Safety**

SRP shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. SRP's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

10. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
11. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
  - A. Continually keep the job site free from debris, waste and accumulation of materials;
  - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
  - C. Keep machinery clean and free of weeds and debris;
  - D. Remove all construction stains, smears and debris from finished surfaces;
  - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
  - F. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
12. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.
13. **Safety, Health and Sanitation:** The contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the

requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The contractor(s) shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the contractor(s) at all times for the protection of persons (including employees) and property. The contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

14. **Protection and Restoration of Property and Landscape:** The contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The contractor(s) responsibility will not be released until the project has been completed and accepted.

If damage is caused by the contractor, the contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

15. **Responsibility for Work:** The contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.
16. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six -(6) months thereafter.
17. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.



18. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City of Tempe will be delivered or made available to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

## **SECTION 5 SALT RIVER PROJECT ASSUMPTIONS, CLARIFICATIONS AND STIPULATIONS**

The following information assumptions, clarifications and stipulations apply to SRP's Price Sheet information.

### **General Assumptions:**

- A. The hours and costs, listed in the SRP Price Sheet, are for routine operation only. SRP will invoice the City for non-routine services on a case-by-case basis on a time and material basis.
- B. City installed equipment is compatible with SRP SCADA for remote monitoring.
- C. The Bridgestone rubber dam operating system (BOS) will continue to operate as designed. For purposes of this contract, the BOS consists of the Bridgestone supplied computers, PLC, and their associated software programs.
- D. The City is responsible for maintaining the BOS. SRP will assist with BOS maintenance, as approved by the City and SRP, on a case-by-case, time and material basis.
- E. If SRP operates the downstream dam in Flow Control mode, SRP will have the ability to monitor flows at the SRP Operations Center via CCTV. The City will have responsibility for initial installation and future CCTV maintenance expenses.
- F. SRP's role in lake user evacuations and emergency response is limited to calling 911.

### **Operations**

Price Item 1 - 24-hour monitoring and control of all the lake systems via vendor installed remote telemetry.  
Assumptions:

- A. Upstream and downstream dams will operate in pressure mode and be deflated only for river flows or maintenance purposes. When the downstream dam is operated in Flow Control or Manual Mode, the City may be invoiced for additional time.
- B. Includes daily water tracking and ordering of lake make-up water.
- C. Hours quoted include oversight by ADC Superintendent.

Price Item 2 - Operation of the water delivery systems used to fill and maintain water levels in the lake.

This item is included in Price Item 1.

Price Item 3 - Operation of both the upstream and downstream rubber dams to maintain lake water levels and to pass storm flows.

This item is included in Price Item 1 as long as the Bridgestone monitoring and control system is in service and functional. Should the Bridgestone control system become non-functional, SRP will invoice the City for SRP's time and material required to operate the system.

Price Item 4 - Operation of the seepage control wells to maintain water levels in lake.

This item is included in Price Item 1.

Price Item 5 - Monitoring potential storm water inflow to the lake from Indian Bend Wash and taking appropriate action as needed.

Assumptions:

- A. Indian Bend Wash flow data from exiting MCFCD and USGS flow monitoring facilities (available via internet) is adequate to perform this service.
- B. This item is included in Price Item 1.

Price Item 6 - Remote monitoring or close communication with the SRP to obtain information on releases from the Granite Reef Dam into the Salt River channel.

This item is included in Price Item 1.

Price Item 7 - Participation with the City in updating the Town Lake Operations Manual, Dam Safety Report and Emergency Action Plan as needed.

SRP services for this item will be invoiced on a time and material basis.

### Maintenance

Price Item 8 - Maintenance of telemetry systems required to remotely monitor and control the lake systems from their central control facility.

Assumptions:

- A. Includes maintenance of SRP Town Lake related telemetry systems, as necessary, to remotely monitor and control the lake systems from SRP's central control center. Included are routine site visits to calibrate field instrumentation, SRP communication equipment, and checking and replacing batteries and air filters.
- B. The City will be invoiced for any required material.
- C. SRP will invoice the City on a time and material basis for non-routine maintenance. This could include maintenance due to equipment failure, vandalism, acts of God, power outages and surges, or major system updates or changes.
- D. Twelve SCADA sites are used to monitor/operate the lake system.
- E. The only SCADA control action for the seepage recovery wells is start/stop.

Price Item 9 - Maintenance of water delivery system components including gates, electric gate operators, trash racks, valves, flow measuring devices, and related equipment and facilities.

Assumptions:

- A. City's use of SRP water delivery systems are addressed in the City/SRP WTA and WDUA and is not included in this item.
- B. Rural Road Storm Drain Diversion Valve maintenance is included in this price item.
- C. All City of Tempe storm drains and related infrastructure will be maintained by the City.

Price Item 10 - Preventative maintenance including inspection, lubricating, repair and cleaning of all components of both upstream and downstream dams, including the blowers and electrical equipment. The rubber bladders are excluded from this preventative maintenance provision.

Assumptions:



- A. Two electric preventative maintenance visits per year.
- B. Hours and prices quoted do not include equipment replacement nor costs to repair damages from vandals (such as graffiti), nor acts of God, nor those required due to power outages/surges.
- C. Proposed SRP maintenance schedules will meet or exceed manufacturer's specifications.
- D. Sites are SCADA monitored and controlled.
- E. SRP's Safety and Lock-Out Tag-Out procedures are acceptable to the City.
- F. Staffing estimates include mechanical and electrical equipment only, not the surrounding structure.
- G. Electrical operation voltage is 460 volts or lower.
- H. Recirculation pump vault is a confined space and requires two or more certified employees.

Price Item 11 - Preventative maintenance of ten seepage recovery wells, including inspection, lubricating, repair, and cleaning of all components. Each submersible well pump shall be tested annually or more frequently as needed to insure efficient operation. Perform seepage recovery well flow meter testing and calibration as required by Arizona Department of Water Resources (ADWR).

Assumptions:

- a. Pump discharge piping in vault is included.
- b. Vaults are confined space requiring two people on site to meet OSHA safety requirements.
- c. Electrical operation voltage is 460 volts or lower.
- d. Sites are SCADA monitored and controlled.
- e. Annual mechanical PM involves removing lids and inspecting vaults and equipment as required.
- f. Monthly site inspection to read meters and to insure site safety and operational condition.
- g. One annual electric PM.
- h. Staffing estimates do not include damages by vandals (such as graffiti), nor acts of God, nor those required due to power outages/surges.
- i. Staffing requirements for equipment replacement are not included.
- j. SRP's Safety and Lock-Out Tag-Out procedures are acceptable to the City.
- k. Submersible well testing assumptions include:
  - Two tests will be performed annually to meet ADWR requirements.
  - Vaults are a confined space requiring two people on site to meet OSHA safety requirements.
  - SRP's Safety and Lock-Out Tag-Out procedures are acceptable to the City.
- l. ADWR required flow meter testing and calibration assumptions include:
  - Normal pitot tube-flow testing will be sufficient for annual ADWR testing purposes. This is included in SRP's normal pump test.
  - Flowmeter will not require removal for recalibration.

Price Item 12 - Provide the City monthly reports summarizing daily water balance data for the Town Lake. This includes a complete lake water balance accounting for inflows, evaporation, releases, spills, seepage, pump-back volumes, water exchanges volumes, and lake levels.

Assumptions:

- A. ASU pan evaporation data is sufficient for determining lake evaporation losses.
- B. SRP will have access to daily water use data via SCADA, where available.
- C. SRP water accounting for lake inflows is limited to a) verifying and reporting of ordered lake water deliveries and water exchanges via SRP system pursuant to the City/SRP WTA and WDUA, and b) measured deliveries from the lake's seepage recovery wells. SRP water accounting will not include

information on lake inflows from other sources including the Salt River, Indian Bend Wash, Price Road Storm Drain, and Rural Road Storm Drain.

- D. SRP water accounting will not include spills and releases over the downstream dam.
- E. Marina pump diversions and net use is reported to SRP daily.
- F. As City adds other lake withdrawals, City will provide water use data on a daily basis.
- G. Monthly reports will include a brief discussion of significant O&M issues and activities.
- H. Water accounting for pumping at Indian Bend Wash habitat project is not included in this contract.

Price Item 13 - Maintenance of the Interior facilities of lake operation and control buildings.

Assumptions:

- A. Mechanical failures will be repaired and invoiced on a time and material basis.
- B. Only includes keeping interior and exterior of buildings in a clean and orderly manner.

Price Item 14 - Maintenance of security lighting at upstream dam, downstream dam, and upstream dam control building and downstream dam control building.

Assumptions:

- A. Maintenance on the dam pier lights will be performed by an outside contractor.
- B. Includes only lights attached to the buildings, both interior and exterior.

**SECTION 6 PRICING**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b><u>Operations</u></b>					
1	24-hour monitoring and control of all the lake systems via vendor installed remote telemetry.	24	Monthly	\$4,454.00	\$106,896.00
	Hours dedicated per month: 47				
2	Operation of the water delivery systems used to fill and maintain water levels in the lake.	24	Monthly		Included in #1
	Hours dedicated per month: included in #1				
3	Operation of both the upstream and downstream rubber dams to maintain lake water levels and to pass storm water flows.	24	Monthly		Included in #1
	Hours dedicated per month: included in #1				
4	Operation of the seepage control wells to maintain water levels in the lake.	1	Per Hour		Included in #1



Hours dedicated per month: included in #1

- |   |  |    |         |                |
|---|--|----|---------|----------------|
| 5 | Monitoring potential storm water inflow to the lake from Indian Bend Wash and taking appropriate action as needed. | 24 | Monthly | Included in #1 |
|---|--|----|---------|----------------|

Hours dedicated per month: included in #1

- |   |   |    |         |                |
|---|---|----|---------|----------------|
| 6 | Remote monitoring or close communication with the Salt River Project (SRP) to obtain information on releases from the Granite Reef Dam into the Salt River channel. | 24 | Monthly | Included in #1 |
|---|---|----|---------|----------------|

Hours dedicated per month: included in #1

- |   |  |   |        |                   |
|---|--|---|--------|-------------------|
| 7 | Participation with the City in updating the Town Lake Operations Manual, Dam Safety Report and Emergency Action Plan as needed<br>Hours dedicated per annually: as requested by City | 2 | Annual | Time and Material |
|---|--|---|--------|-------------------|

**Maintenance**

- |   |   |    |         |        |           |
|---|---|----|---------|--------|-----------|
| 8 | Maintenance of telemetry systems required to remotely monitor and control the lake systems from their central control facility. | 24 | Monthly | 940.00 | 22,560.00 |
|---|---|----|---------|--------|-----------|

Hours dedicated per month: 8

- |   |  |    |         |          |           |
|---|--|----|---------|----------|-----------|
| 9 | Maintenance of water delivery system components including gates, electric gate operators, trash racks, valves, flow measuring devices, and related equipment and facilities. | 24 | Monthly | 1,066.00 | 25,584.00 |
|---|--|----|---------|----------|-----------|

Hours dedicated per month: 10

- |    |  |    |         |          |           |
|----|--|----|---------|----------|-----------|
| 10 | Preventative maintenance including inspection, lubricating, repair and cleaning of all the components of both upstream and downstream dams including the blowers and electrical equipment. | 24 | Monthly | 2,370.00 | 56,880.00 |
|----|--|----|---------|----------|-----------|

Hours dedicated per month: 23

11	Preventative maintenance of ten seepage recovery wells including inspection, lubricating, repair and cleaning of all components. Each submersible well pump shall be tested annually or more frequently as needed to insure efficient operation. Perform seepage recovery well flow meter testing and calibration as required by the Arizona Department of Water Resources (ADWR).	24	Monthly	6,585.00	158,040.00
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Hours dedicated per month: 60

12	Provide the City monthly reports summarizing daily water balance data for the Town Lake. This includes a complete lake water balance accounting for inflows, evaporation, releases, spills, seepage, pump-back volumes, water exchange volumes, and lake levels.	24	Monthly	330.00	7,920.00
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Hours dedicated per month: 3

13	Maintenance of the interior facilities of lake operation and control buildings.	24	Monthly	510.00	12,240.00
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Hours dedicated per month: 5

14	Maintenance of security lighting at upstream dam, downstream dam, and upstream dam control building and downstream dam control building.	24	Monthly	306.00	7,344.00
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Hours dedicated per month: 3

**Total of items 1 - 14      \$397,464.00**

TIME AND MATERIALS WORK NOT COVERED  
BY MONTHLY OPERATIONS AND  
MAINTENANCE.

Percentage markup above cost for materials: 15%

The price to be paid to the Contractor by the City will be billed at the Contractor's invoice price plus the administrative cost figure indicated in the proposal offer. Any invoices submitted in this manner must have copies attached of the Contractor's invoices for the outside parts/services.

Percentage markup above cost for all rental equipment: 15%



The price to be paid to the Contractor by the City will be billed at the Contractor's invoice price plus the administrative cost figure indicated in the proposal offer. Any invoices submitted in this manner must have copies attached of the Contractor's invoices for the outside parts/services.

OTHER PERSONNEL COSTS (List labor classifications and hourly rates)

1	Electronic Principal Engineer	1	Hour	\$140
2	Electronic Engineering Specialist	1	Hour	\$115
3	Electronic Engineering Technician	1	Hour	\$110
4	Electronic SCADA Technician	1	Hour	\$110
5	Field Services Specialist	1	Hour	\$110
6	WITS Principal Engineer	1	Hour	\$140
7	Transmission Watermaster	1	Hour	\$95
8	Assistant Watermaster	1	Hour	\$75
9	Groundwater Supervisor	1	Hour	\$115
10	Principal Geohydrologist	1	Hour	\$140
11	Groundwater Environmental Scientist/Geohydrologist	1	Hour	\$120
12	Groundwater Specialist	1	Hour	\$115
13	Groundwater Labor Grade 9	1	Hour	\$110
14	Groundwater Labor Grade 8	1	Hour	\$105
15	Groundwater Labor Grade 7	1	Hour	\$102
16	Groundwater Labor Grade 6	1	Hour	\$97
17	Groundwater Labor Grade 5	1	Hour	\$93
18	Groundwater Labor Grade 4	1	Hour	\$90
19	Water Engineering Senior Engineer	1	Hour	\$120
20	Water Engineering Principal Engineer	1	Hour	\$140
21	Water Maintenance Labor Grade 5	1	Hour	\$105
22	Water Operations Zanjero	1	Hour	\$88

IN WITNESS WHEREOF, the Parties have entered into this Agreement this day of 6<sup>th</sup> of May, 2010.

**CITY OF TEMPE A MUNICIPAL CORPORATION**

**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title Mayor

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title City Attorney

Reviewed by SRP Legal Services Dept.

(Signed Name)

STEVE DONCASTER

(Printed Name)

Date: \_\_\_\_\_

4/26/10